

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BLOCKCHAIN MINING SUPPLY AND
SERVICES LTD.,

Plaintiff,

—against—

SUPER CRYPTO MINING, INC. n/k/a
DIGITAL FARMS, INC. and DPW
HOLDINGS, INC. n/k/a AULT ALLIANCE,
INC.,

Defendants.

Civil Action No. 1:18-cv-11099-ALC

EXHIBIT NNNN

**TO THE DECLARATION OF RICHARD S. MANDEL IN SUPPORT
OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Message

From: Darren Magot [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C91CBE764F384121B8288315EB0F3576-DARREN]
Sent: 10/12/2018 5:18:46 PM
To: Willy Tencer [wtencer@midcitycapital.ca]
CC: Milton Ault III [todd@dpwholdings.com]; Joe Kalfa - NADW [joekalfa@gmail.com]
Subject: RE: Super Crypto
Attachments: DPW Holdings - Settlement Agreement Term Sheet Blockchain.docx

Hello Willy,

Please find the DRAFT agreement for your review. We look forward to your feedback. As you know we are doing all that we can to pay you for the machines, however please look at this as a settlement because the machine value has dropped to \$411 w/ PSU on the Bitmain website. We just can't afford to pay legal and interest fees and need your support in absorbing some of this business risk.

Thank you in advance for your feedback.

Darren Magot
 714-887-6377

From: Willy Tencer <wtencer@midcitycapital.ca>
Sent: Friday, October 12, 2018 1:47 PM
To: Darren Magot <darren@supercrypto.com>
Cc: Milton Ault III <todd@dpwholdings.com>; Joe Kalfa - NADW <joekalfa@gmail.com>
Subject: Re: Super Crypto

For the release of the machines, you can put in the term sheet that once we have cashed in at least \$500K of stock, the machines will be available for pick up.

The outstanding balance will then be paid after the release of the machines.

Willy Tencer

Blockchain Mining Supply and Services Ltd

200-345 Wilson Ave.

Toronto, On. Canada

M3H5W1

Tel. 416 398 1198

Fax. 416 398 0878

wtencer@midcitycapital.ca

From: Darren Magot <darren@supercrypto.com>
Sent: Friday, October 12, 2018 4:40 PM
To: Willy Tencer
Cc: Milton Ault III; Joe Kalfa - NADW
Subject: RE: Super Crypto

Hi Willy,

Yes, I am not going home until this term sheet is complete. I'll have it to you today.

Thank you,

Darren Magot



714-887-6377

From: Willy Tencer <wtencer@midcitycapital.ca>
Sent: Friday, October 12, 2018 1:37 PM
To: Darren Magot <darren@supercrypto.com>
Cc: Milton Ault III <todd@dpwholdings.com>; Joe Kalfa - NADW <joekalfa@gmail.com>
Subject: Re: Super Crypto

Are we finalizing? Again another week has gone by.

Willy Tencer
Blockchain Mining Supply and Services Ltd
200-345 Wilson Ave.
Toronto, On. Canada
M3H5W1
Tel. 416 398 1198
Fax. 416 398 0878
wtencer@midcitycapital.ca

From: Darren Magot <darren@supercrypto.com>
Sent: Thursday, October 11, 2018 7:22 PM
To: Willy Tencer
Cc: Milton Ault III
Subject: Super Crypto

Hello Willy,

Thank you again for your time on the phone.

I'm following up with this email to outline the basic terms so we can move forward with an agreement. As discussed, we would like to issue you stock to be deposited into your trading account and sold to pay for the outstanding balance which we show to be approximately **\$1,566,375 + Storage at \$300 per day since Sept 13th (\$6,900 on 10/11)**. We are making the offer because we want to find a solution to pay the outstanding balance, avoid any legal action, and we are anxious to receive the machines so we can place them to work.

We have made arrangements with a broker/dealer for you to open a trading account. We will then agree to a Make Whole agreement whereby we deposit (DWAC) a preestablished amount of DPW stock into your account (via an S3 registration) and those shares are then traded daily. If all the shares are sold and the outstanding balance is not reached then more shares will be distributed to you until we are whole. If the stock goes up and the shares sold create a credit then we will agree to purchase more equipment from you with the credit. We would like to arrange to have the machines shipped at some point during the process but will leave that to you to determine at which point you will feel comfortable to release the machines to us.

Please share your feedback in the morning and I will help move this to an agreement for attorneys to review.

Thank you,

Darren Magot
714-887-6377

From: Willy Tencer <wtencer@midcitycapital.ca>
Sent: Thursday, October 11, 2018 3:51 PM

To: Darren Magot <darren@supercrypto.com>

Cc: Milton Ault III <todd@dpwholdings.com>

Subject: Re: Call

I have about 10 minutes from now then i'm going into an event for the rest of the evening.

Willy Tencer

Blockchain Mining Supply and Services Ltd

200-345 Wilson Ave.

Toronto, On. Canada

M3H5W1

Tel. 416 398 1198

Fax. 416 398 0878

wtencer@midcitycapital.ca

From: Darren Magot <darren@supercrypto.com>

Sent: Thursday, October 11, 2018 6:36 PM

To: Willy Tencer

Cc: Milton Ault III

Subject: Call

Hello Willy,

Can Todd call you in 15 minutes?

Darren Magot

714-887-6377

(Draft) TERM SHEET

This proposal (the “**Term Sheet**”) dated October 11, 2018 summarizes the principal terms contemplated transaction by DPW Holdings, Inc., a Delaware corporation (NYSE MKT:DPW), its subsidiaries and affiliates (collectively, “**DPW**”) through a Settlement Agreement (“**Agreement**”) for debt due to Blockchain Mining Supply and Services Ltd (“**Payee**”) located at **200-345 Wilson Ave., Toronto, On. Canada M3H5W1** providing through a series of payments pursuant to the terms and conditions set forth below.

Effective Date: The date of the Agreement shall be the effective date (“**Date**”) of all transactions, as defined.

Debt Settlement Amount: \$1,566,375 + Storage at \$300 per day since Sept 13th (\$6,900 on 10/11)

Inventory or Services Due to DPW: 600 Antminer S9’s and 600 Antminer Power Supply Unites

Conversion Payment of Debt: The Debt Settlement Amount may be paid by shares of the common stock (the “**Common Stock**”) of DPW at market price per share within 7 business days following the Effective Date of this Agreement contingent upon the establishment of a brokerage account as specified by this Agreement.

Broker of Record: Glendale Securities, Inc. shall provide you a brokerage account which shares of common stock of DPW shall be deposited for sale. Proceeds at limited to Debt Settlement Amount only.

Expected Closing Date: The closing of the Agreement shall occur no later than (10) calendar days from all Parties’ execution of the Agreement (the “**Closing**”). The Closing of the Agreement shall be subject to: (i) completion by the Parties of all conditions to closing and regulatory approvals and/or waivers; (ii) the execution and delivery of the Agreement and all other documents; and (iii) other such terms contemplated herein.

Confidentiality The Parties hereby agree that the terms of this Term Sheet and all discussions, correspondences, and negotiations related thereto and any and all information and materials provided or made available in connection therewith (the “**Information**”) shall be maintained in strict confidence by each of the Parties, and such Party shall not disclose or make available such Information to any third party, excluding its respective employees, contractors and associates who have a need to know such Information and have agreed to keep the Information confidential. Each respective Party shall be responsible for a breach of this confidentiality undertaking by any party with whom such Party has shared Information.

Binding Agreement This Term Sheet is binding on each of the Parties unless and until the Agreement and ancillary documents for the transaction are executed.

Release of Equipment For the release of the machines, you can put in the term sheet that once we have cashed in at least \$500K of stock, the machines will be available for pick up. The outstanding balance will then be paid after the release of the machines.

Expenses Payee will be responsible for its own costs and expenses (including any fees and expenses of their representatives or legal counsels) incurred in connection with this Term Sheet, the Agreement and all transactions contemplated hereunder and thereunder.

Governing Law This Term Sheet and the Agreement shall be governed exclusively by the laws of the State of New York, without regard to the conflict of law provisions thereof. Any dispute arising under or in relation to this Term Sheet and the Agreement shall be resolved in the courts located in New York, both State and Federal, as appropriate,

(Draft) TERM SHEET

and each of the parties hereby irrevocably submit to the exclusive jurisdiction of such courts.

IN WITNESS HEREOF, the undersigned have executed this Term Sheet in one or more counterparts, which may be faxed or emailed counterparts, each of which when so delivered shall be deemed an original, and together, an original and complete instrument.

DPW Holdings, Inc.

Blockchain Mining Supply and Services Ltd

By: Milton C. Ault, III
Title: Chief Executive Officer

By: Willy Tencer
Title: